

Residential Tenancies Tribunal

Decision 19-0898-05

John R. Cook
Adjudicator

Introduction

1. The hearing was called at 9:10 am on 14 January 2020 at the Government Service Centre, Motor Registration Building, 149 Smallwood Drive, Mount Pearl, NL.
2. The applicant, [REDACTED], was represented at the hearing by [REDACTED], hereinafter referred to as “the landlord”.
3. The respondent, [REDACTED], hereinafter referred to as “the tenant”, also participated in the hearing.

Issues before the Tribunal

4. The landlord is seeking an order for vacant possession of the rented premises.

Legislation and Policy

5. The jurisdiction of the Director of Residential Tenancies is outlined in sections 46 and 47 of the *Residential Tenancies Act, 2018*.
6. Also relevant and considered in this case is section 18 of the *Residential Tenancies Act, 2018*.

Issue 1: Vacant Possession of the Rented Premises

Relevant Submissions

The Landlords' Position

7. The landlord stated that he had entered into a 1-year, fixed-term rental agreement with tenant on 29 June 2017 and a copy of that lease was submitted at the hearing (█ #1). The agreed rent was set at \$650.00 and it is acknowledged in the lease that the tenant had paid a security deposit of \$490.00.
8. The lease was not renewed after the first year and it reverted to a monthly tenancy on 01 July 2018.
9. With his application, the landlord submitted a copy of a termination notice (█ #2) which he stated he had personally delivered to the tenant on 01 September 2019.
10. This termination notice was issued under section 18 of the *Residential Tenancies Act, 2018* (notice of termination of rental agreement) and it had an effective termination date of 30 November 2019.
11. The landlord stated that the tenant has not moved out of the unit as required and he is seeking an order for vacant possession of the rented premises.

The Tenant's Position

12. The tenant acknowledged that he had received the termination notice.
13. He complained that despite the fact that this tenancy was supposed to end on 30 November 2019, the landlord has continued to collect the rent from him since that date.
14. He also complained that the landlord wanted him to move out because of a "criminal conspiracy".

Analysis

15. The relevant subsections of s.18 of the *Residential Tenancies Act, 2018* state:

Notice of termination of rental agreement

18. (2) A landlord shall give the tenant notice that the rental agreement is terminated and the tenant is required to vacate the residential premises

...

(b) not less than 3 months before the end of a rental period where the residential premises is rented from month to month

...

(9) In addition to the requirements under section 34, a notice under this section shall

(a) be signed by the person providing the notice;

(b) be given not later than the first day of a rental period;

(c) state the date, which shall be the last day of a rental period, on which the rental agreement terminates and the tenant intends to vacate the residential premises or the date by which the tenant is required to vacate the residential premises; and

(d) be served in accordance with section 35

16. Section 18 of the *Act* allows a landlord to terminate a rental agreement, on 3 month's notice, without having to provide reasons to either the tenant or this Board. As the notice meets all the requirements set out in this section of the *Act* and as it was properly served, it is a valid notice and the tenant ought to have vacated the unit on 30 November 2019.

Decision

17. The landlord's claim for an order for vacant possession of the rented premises succeeds.
18. The tenant shall pay to the landlord any costs charged to the landlord by the Office of the High Sheriff should the landlord be required to have the Sheriff enforce the attached Order of Possession.

Issue 2: Hearing Expenses

19. The landlord paid a fee of \$20.00 to file this application and the receipt is on file. As the landlord's claim has been successful, the tenant shall pay this hearing expense.

Issue 3: Security Deposit

20. As the landlord's claim for hearing expenses has succeeded, he is authorized to retain \$20.00 of the security deposit.

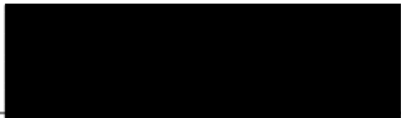
Summary of Decision

21. The landlord is entitled to the following:

- An order for vacant possession of the rented premises,
- The tenant shall also pay to the landlord any costs charged to the landlord by the Office of the High Sheriff should the landlord be required to have the Sheriff enforce the attached Order of Possession.
- The landlord is authorized to retain \$20.00 of the security deposit.

31 January 2020

Date



John R. Cook
Residential Tenancies Tribunal